

VALLEY WOOD PRESERVING

FILED

MAR 26 7 50 AM '97

CLERK, U.S. DIST. COURT
EASTERN DIST. OF CALIF.
AT FRESNO

BY _____
DEPUTY

SFUND RECORDS CTR
52125

1 LOIS J. SCHIFFER
Assistant Attorney General
2 Environment and Natural Resources Division
United States Department of Justice
3 Washington, D.C. 20530

4 DANIEL S. JACOBS
NOEL WISE
5 Trial Attorneys
Environmental Enforcement Section
6 Environment and Natural Resources Division
United States Department of Justice
7 P.O. Box 7611

8 WASHINGTON D.C. 20044
Telephone: (202) 514-4076
(202) 514-4169

LODGED

MAR 24 1997

10 CLERK, U.S. DISTRICT COURT IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA FOR THE EASTERN DISTRICT OF CALIFORNIA
11 BY _____ DEPUTY

12 UNITED STATES OF AMERICA,
13 Plaintiff,
14 v.

CIVIL ACTION No.
F94-5984 REC SSH

15 VALLEY WOOD PRESERVING, INC.,
16 FONTANA WOOD PRESERVING, INC,
17 HAROLD LOGSDON, JOYCE LOGSDON,
and MICHAEL LOGSDON,
18 Defendants.

PARTIAL CONSENT DECREE

145

TABLE OF CONTENTS

I.	<u>BACKGROUND</u>	3
II.	<u>JURISDICTION</u>	4
III.	<u>PARTIES BOUND</u>	4
IV.	<u>DEFINITIONS</u>	5
V.	<u>REIMBURSEMENT OF RESPONSE COSTS</u>	8
VI.	<u>FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE</u>	9
VII.	<u>COVENANT NOT TO SUE BY PLAINTIFF</u>	11
VIII.	<u>PLAINTIFF'S RESERVATION OF RIGHTS</u>	11
IX.	<u>COVENANT NOT TO SUE BY SETTLING DEFENDANTS</u>	12
X.	<u>EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION</u>	13
XI.	<u>RETENTION OF RECORDS</u>	15
XII.	<u>NOTICES AND SUBMISSIONS</u>	17
XIII.	<u>RETENTION OF JURISDICTION</u>	18
XIV.	<u>INTEGRATION/APPENDICES</u>	18
XVI.	<u>APPROVAL AND EFFECTIVE DATE</u>	18
XVII.	<u>SIGNATORIES/SERVICE</u>	19

1 I. BACKGROUND

2 A. The United States of America ("United States"), on
3 behalf of the Administrator of the United States Environmental
4 Protection Agency ("EPA"), filed a complaint in this matter
5 pursuant to Section 107 of the Comprehensive Environmental
6 Response, Compensation, and Liability Act of 1980, 42 U.S.C. §
7 9607, as amended ("CERCLA"), against Harold Logsdon, Joyce
8 Logsdon, Michael Logsdon, Valley Wood Preserving, Inc. ("VWP"),
9 and Fontana Wood Preserving, Inc. ("FWP"), seeking reimbursement
10 of response costs incurred and to be incurred by the United
11 States for response actions taken at or in connection with the
12 release or threatened release of hazardous substances at the
13 Valley Wood Preserving Superfund Site in Turlock, Stanislaus
14 County, California ("the Site").

15 B. The Attorney General of the State of California, on
16 behalf of certain named plaintiffs, also filed a complaint
17 against Defendants in this Court (originally designated Case No.
18 CV-F-94-6055 OWW DLB, and subsequently reassigned and
19 consolidated with the instant case) alleging that Defendants are
20 liable to the State under Section 107 of CERCLA, 42 U.S.C. §
21 9607. The State Plaintiffs have since settled their claims
22 against all of the named defendants by Consent Judgment entered
23 by this Court on November 9, 1995.

24 C. In accordance with the Court's order of February 5,
25 1996, Defendants Harold Logsdon, Joyce Logsdon, VWP, and Michael
26 Logsdon are jointly and severally liable under CERCLA for all
27 past and future costs not inconsistent with the National
28

1 Contingency Plan ("NCP") incurred by the United States at the
2 Site.

3 D. This Consent Decree will resolve the potential liability
4 of FWP and Michael Logsdon ("the Settling Defendants"). By
5 entering into this Consent Decree, FWP does not admit any
6 liability to Plaintiff arising out of the transactions or
7 occurrences alleged in the complaint.

8 E. The United States and Settling Defendants agree, and
9 this Court by entering this Consent Decree finds, that this
10 Consent Decree has been negotiated by the United States and the
11 Settling Defendants in good faith, that settlement of this matter
12 will avoid prolonged and complicated litigation between the
13 Settling Defendants and that this Consent Decree is fair,
14 reasonable, and in the public interest.

15 THEREFORE, with the consent of the Parties to this Decree,
16 it is ORDERED, ADJUDGED, AND DECREED:

17 **II. JURISDICTION**

18 1. This Court has jurisdiction over the subject matter of
19 this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C.
20 §§ 9607 and 9613(b) and also has personal jurisdiction over
21 Settling Defendants. Settling Defendants consent to and shall
22 not challenge entry of this Consent Decree or this Court's
23 jurisdiction to enter and enforce this Consent Decree.

24 **III. PARTIES BOUND**

25 2. This Consent Decree is binding upon the United States,
26 and upon Settling Defendants and their heirs, successors and
27 assigns. Any change in ownership or corporate or other legal
28

1 status, including but not limited to, any transfer of assets of
2 real or personal property, shall in no way alter the status or
3 responsibilities of Settling Defendants under this Consent
4 Decree.

5 IV. DEFINITIONS

6 3. Unless otherwise expressly provided herein, terms used
7 in this Consent Decree which are defined in CERCLA or in
8 regulations promulgated under CERCLA shall have the meaning
9 assigned to them in CERCLA or in such regulations. Whenever
10 terms listed below are used in this Consent Decree or in any
11 appendix attached hereto, the following definitions shall apply:

12 a. "CERCLA" shall mean the Comprehensive Environmental
13 Response, Compensation, and Liability Act of 1980, as amended, 42
14 U.S.C. § 9601, et seq.

15 b. "Consent Decree" shall mean this Consent Decree and
16 all appendices attached hereto. In the event of conflict between
17 this Consent Decree and any appendix, the Consent Decree shall
18 control.

19 c. "Day" shall mean a calendar day. In computing any
20 period of time under this Consent Decree, where the last day
21 would fall on a Saturday, Sunday, or federal holiday, the period
22 shall run until the close of business of the next working day.

23 d. "DOJ" shall mean the United States Department of
24 Justice and any successor departments, agencies or
25 instrumentalities of the United States.

1 e. "EPA" shall mean the United States Environmental
2 Protection Agency and any successor departments, agencies or
3 instrumentalities of the United States.

4 f. "EPA Hazardous Substance Superfund" shall mean the
5 Hazardous Substance Superfund established by the Internal Revenue
6 Code, 26 U.S.C. § 9507.

7 g. "ESD" shall mean the Explanation of Significant
8 Differences issued by EPA on July 22, 1994.

9 h. "Future Response Costs" shall mean all costs,
10 including, but not limited to, direct and indirect costs, that
11 the United States incur[s] in reviewing or developing plans,
12 reports, other documentary items, verifying, implementing, or
13 overseeing any work, or other activities related to the
14 performance of future response actions at the Valley Wood
15 Preserving Superfund Site, including, but not limited to, payroll
16 costs, contractor costs, travel costs, and laboratory costs,
17 subsequent to June 30, 1996, plus accrued Interest on all such
18 costs through such date.

19 i. "Interest" shall mean interest at the current rate
20 specified for interest on investments of the Hazardous Substance
21 Superfund established by 26 U.S.C. § 9507, compounded annually on
22 October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

23 j. "Non-Settling Defendants" shall mean Harold Logsdon,
24 Joyce Logsdon, and Valley Wood Preserving, Inc., both
25 individually and collectively.

1 k. "Paragraph" shall mean a portion of this Consent
2 Decree identified by an arabic numeral or an upper or lower case
3 letter.

4 1. "Past Response Costs" shall mean all costs,
5 including but not limited to direct and indirect costs, that EPA
6 or DOJ on behalf of EPA has incurred at or in connection with the
7 Site through June 30, 1996, plus accrued Interest on all such
8 costs through such date.

9 m. "Plaintiff" shall mean the United States.

10 n. "Record of Decision" or "ROD" shall mean the EPA
11 Record of Decision relating to the Site signed on September 27,
12 1991, by the Regional Administrator, EPA Region IX, or his/her
13 delegatee, and all attachments thereto.

14 o. "Section" shall mean a portion of this Consent
15 Decree identified by a roman numeral.

16 p. "Settling Defendants" shall mean Michael Logsdon
17 and Fontana Wood Preserving, Inc. ("FWP"), both individually and
18 collectively.

19 q. "Site" shall mean the Valley Wood Preserving
20 Superfund site, encompassing approximately 14.4 acres, located at
21 2237 South Golden Gate Boulevard in Turlock, Stanislaus County,
22 California, and depicted more clearly on the map included in
23 Appendix B.

24 r. "United States" shall mean the United States of
25 America, including its departments, agencies and
26 instrumentalities.

1 V. REIMBURSEMENT OF RESPONSE COSTS

2 4. Payment of Past Response Costs to the EPA Hazardous
3 Substance Superfund. Within 30 days of entry of this Consent
4 Decree, Settling Defendants shall pay to the EPA Hazardous
5 Substance Superfund \$1,500,000.00, in reimbursement of a portion
6 of the Past Response Costs, plus an additional sum for Interest
7 on that amount calculated from the date set forth in the
8 definition of Past Response Costs through the date of payment.
9 Settling Defendants are not precluded from making this payment
10 prior to entry of the Consent Decree, provided, however, that any
11 such early payment shall be at their own risk. In the event that
12 payment is made on the date that Settling Defendants execute the
13 Decree, the United States will waive payment by those defendants
14 of the additional sum for Interest required by this paragraph.

15 Payment shall be made by certified check(s) (referencing
16 USAO File Number 9402520, EPA Region IX and Site Spill ID Number
17 CAK5, and DOJ Case Number 90-11-3-835) in accordance with
18 instructions provided to Settling Defendants by the Financial
19 Litigation Unit of the U.S. Attorney's Office in the Eastern
20 District of California. Any payments received by the Department
21 of Justice after 4:00 p.m. Eastern Time shall be credited on the
22 next business day. Settling Defendants shall send notice to EPA
23 and DOJ that payment has been made in accordance with Section XII
24 (Notices and Submissions).

1 **VI. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE**

2 **5. Interest on Late Payments.** In the event that any
3 payment[s] required by Section V (Reimbursement of Response
4 Costs) or Section VI, Paragraph 6 (Stipulated Penalties), are not
5 received when due, Interest shall continue to accrue on the
6 unpaid balance through the date of payment.

7 **6. Stipulated Penalties.**

8 a. If any amounts due to EPA under this Consent Decree
9 are not paid by the required date, Settling Defendants shall pay
10 to EPA as a stipulated penalty, in addition to the Interest
11 required by Paragraph 5, \$1,000 per violation per day that such
12 payment is late.

13 b. Stipulated penalties are due and payable within 30
14 days of the date of the demand for payment of the penalties by
15 EPA. All payments to EPA under this Paragraph shall be made by
16 certified or cashier's check made payable to "EPA Hazardous
17 Substance Superfund" and shall be sent to the payment address
18 specified in Section XII. All payments shall indicate that the
19 payment is for stipulated penalties and shall reference the name
20 and address of the party making payment, the EPA Region and Site
21 Spill ID Number CAK5, USAO File Number 9402520, and DOJ Case
22 Number 90-11-3-835. Copies of check[s] paid pursuant to this
23 Paragraph, and any accompanying transmittal letter[s], shall be
24 sent to EPA and DOJ as provided in Section XII (Notices and
25 Submissions).

26 c. Penalties shall accrue as provided in this
27 Paragraph regardless of whether EPA has notified Settling
28

1 Defendants of the violation or made a demand for payment, but
2 need only be paid upon demand. All penalties shall begin to
3 accrue on the day after complete performance is due or the day a
4 violation occurs, and shall continue to accrue through the final
5 day of correction of the noncompliance or completion of the
6 activity. Nothing herein shall prevent the simultaneous accrual
7 of separate penalties for separate violations of this Consent
8 Decree.

9 7. If the United States brings an action to enforce this
10 Consent Decree, Settling Defendants shall reimburse the United
11 States for all costs of such action, including but not limited to
12 costs of attorney time.

13 8. Payments made under Paragraphs 5-7 shall be in addition
14 to any other remedies or sanctions available to Plaintiff by
15 virtue of Settling Defendants' failure to comply with the
16 requirements of this Consent Decree.

17 9. The obligations of Settling Defendants to pay amounts
18 owed the United States under this Consent Decree are joint and
19 several. In the event of the failure of one of the Settling
20 Defendants to make the payments required under this Consent
21 Decree, the other Settling Defendant shall be responsible for
22 such payments.

23 10. Notwithstanding any other provision of this Section,
24 the United States may, in its unreviewable discretion, waive
25 payment of any portion of the stipulated penalties that have
26 accrued pursuant to this Consent Decree.

1 **VII. COVENANT NOT TO SUE BY PLAINTIFF**

2 11. Covenant Not to Sue by United States. Except as
3 specifically provided in Paragraphs 12 and 13 (Reservations of
4 Rights by United States) the United States covenants not to sue
5 Settling Defendants pursuant to Section 107(a) of CERCLA, 42
6 U.S.C. § 9607(a), to recover Past or Future Response Costs. This
7 covenant not to sue shall take effect upon receipt by EPA of all
8 payments required by Section V, Paragraph 4 (Payment of Past
9 Response Costs to the United States) and Section VI, Paragraphs 5
10 (Interest on Late Payments) and 6 (Stipulated Penalties for Late
11 Payment). This covenant not to sue is conditioned upon the
12 satisfactory performance by Settling Defendants of their
13 obligations under this Consent Decree. This covenant not to sue
14 extends only to Settling Defendants and does not extend to any
15 other person.

16 **VIII. PLAINTIFF'S RESERVATIONS OF RIGHTS**

17 12. The covenant not to sue set forth in Paragraph 11 does
18 not pertain to any matters other than those expressly specified
19 therein. The United States reserves, and this Consent Decree is
20 without prejudice to, all rights against Settling Defendants with
21 respect to all other matters, including but not limited to:

22 a. liability for failure of Settling Defendants to
23 meet a requirement of this Consent Decree;

24 b. liability for damages for injury to, destruction
25 of, or loss of natural resources, and for the costs of any
26 natural resource damage assessments;

27 c. criminal liability;

1 d. liability for costs incurred or to be incurred by
2 the United States that are not within the definition of Past
3 Response Costs and Future Response Costs; and

4 e. any and all claims arising under the Federal Debt
5 Collection Procedures Act.

6 13. As to Settling Defendant Michael Logsdon, the covenant
7 not to sue set forth in paragraph 11 shall not apply if the Non-
8 Settling Defendants fail to fully and completely perform to EPA's
9 satisfaction any future response action(s) (within the meaning of
10 CERCLA) relating to the Site, including, but not limited to, the
11 response actions set forth in the ROD, ESD, and Administrative
12 Order on Consent, U.S. EPA Docket No. 95-11 ("AOC 95-11"),
13 effective March 29, 1995 (attached hereto as Appendix "A"). In
14 the event that the covenant not to sue does not apply for the
15 reason set forth in the preceding sentence, Micheal Logsdon may
16 assert any legal defense otherwise available to him in a
17 subsequent action brought against him by the United States.

18 **IX. COVENANT NOT TO SUE BY SETTLING DEFENDANTS**

19 14. Settling Defendants covenant not to sue and agree not
20 to assert any claims or causes of action against the United
21 States, or its contractors or employees, with respect to Past
22 Response Costs or Future Response Costs, or other matters
23 addressed by this Consent Decree, including but not limited to:

24 a. any direct or indirect claim for reimbursement from
25 the Hazardous Substance Superfund based on Sections 106(b)(2),
26 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607,
27 9611, 9612, or 9613, or any other provision of law;

1 b. any claim arising out of response actions at the
2 Site for which the Past Response Costs were incurred;

3 c. any claim against the United States pursuant to
4 Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613,
5 relating to Past Response Costs; and

6 d. any claim against the United States pursuant to
7 Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§
8 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of
9 law relating to any future response actions taken at the Site.

10 15. Nothing in this Consent Decree shall be deemed to
11 constitute approval or preauthorization of a claim within the
12 meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R.
13 300.700(d).

14 **X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

15 16. Nothing in this Consent Decree shall be construed to
16 create any rights in, or grant any cause of action to, any party
17 not a signatory to this Consent Decree. Each of the settling
18 parties expressly reserves any and all rights (including, but not
19 limited to, any right to contribution), defenses, claims,
20 demands, and causes of action which each settling party may have
21 with respect to any matter, transaction, or occurrence relating
22 in any way to the Site against any person not a settling party
23 hereto.

24 17. The United States and the Settling Defendants agree,
25 and by entering this Consent Decree this Court finds, that
26 Settling Defendants are entitled, as of the effective date of
27 this Consent Decree, to protection from contribution actions or
28

1 claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. §
2 9613(f)(2), for "matters addressed" in this Consent Decree. The
3 "matters addressed" in this Consent Decree are Past Response
4 Costs and Future Response Costs. If, for the reasons set forth
5 in paragraph 13, the covenant not to sue is inapplicable as to
6 Defendant Michael Logsdon, then he will not longer be entitled to
7 contribution protection with respect to Future Response Costs.

8 18. Each Settling Defendant agrees that, with respect to
9 any suit or claim for contribution brought by it for matters
10 related to this Consent Decree, it will notify EPA and DOJ in
11 writing no later than 60 days prior to the initiation of such
12 suit or claim. Each Settling Defendant also agrees that, with
13 respect to any suit or claim for contribution brought against it
14 for matters related to this Consent Decree, it will notify EPA
15 and DOJ in writing within 10 days of service of the complaint or
16 claim upon it. In addition, each Settling Defendant shall notify
17 EPA and DOJ within 10 days of service or receipt of any Motion
18 for Summary Judgment, and within 10 days of receipt of any order
19 from a court setting a case for trial, for matters related to
20 this Consent Decree.

21 19. In any subsequent administrative or judicial proceeding
22 initiated by the United States for injunctive relief, recovery of
23 response costs, or other relief relating to the Site, Settling
24 Defendants shall not assert, and may not maintain, any defense or
25 claim based upon the principles of waiver, res judicata,
26 collateral estoppel, issue preclusion, claim-splitting, or other
27 defenses based upon any contention that the claims raised by the

1 United States in the subsequent proceeding were or should have
2 been brought in the instant case; provided, however, that nothing
3 in this Paragraph affects the enforceability of the Covenant Not
4 to Sue by Plaintiff set forth in Section VII.

5 **XI. RETENTION OF RECORDS**

6 20. Until 10 years after the entry of this Consent Decree,
7 each Settling Defendant shall preserve and retain all records and
8 documents now in its possession or control, or which come into
9 its possession or control, that relate in any manner to response
10 actions taken at the Site or the liability of any person for
11 response actions conducted and to be conducted at the Site,
12 regardless of any corporate retention policy to the contrary.

13 21. After the conclusion of the document retention period
14 in the preceding paragraph, Settling Defendants shall notify EPA
15 and DOJ at least 60 days prior to the destruction of any such
16 records or documents, and, upon request by EPA or DOJ, Settling
17 Defendants shall deliver any such records or documents to EPA.
18 Settling Defendants may assert that certain documents, records,
19 or other information are privileged under the attorney-client
20 privilege or any other privilege recognized by federal law. If
21 Settling Defendants assert such a privilege, they shall provide
22 Plaintiff with the following: 1) the title of the document,
23 record, or information; 2) the date of the document, record, or
24 information; 3) the name and title of the author of the document,
25 record, or information; 4) the name and title of each addressee
26 and recipient; 5) a description of the subject of the document,
27 record, or information; and 6) the privilege asserted. However,

1 no documents, reports, or other information created or generated
2 pursuant to the requirements of this or any other consent decree
3 with the United States, shall be withheld on the grounds that they
4 are privileged. If a claim of privilege applies only to a
5 portion of a document, the document shall be provided to
6 Plaintiff in redacted form to mask the privileged information
7 only. Settling Defendants shall retain all records and documents
8 that they claim to be privileged until the United States has had
9 a reasonable opportunity to dispute the privilege claim and any
10 such dispute has been resolved in the Settling Defendants' favor.

11 22. By signing this Consent Decree, each Settling Defendant
12 certifies individually that, to the best of its knowledge and
13 belief, it has:

14 a. conducted a thorough, comprehensive, good faith
15 search for documents, and has fully and accurately disclosed to
16 EPA, all information, including financial information, currently
17 in its possession, or in the possession of its officers,
18 directors, employees, contractors or agents, which relates in any
19 way to a Settling Defendant's financial condition, to the
20 ownership, operation or control of the Site, or to the ownership,
21 possession, generation, treatment, transportation, storage or
22 disposal of a hazardous substance, pollutant or contaminant at or
23 in connection with the Site;

24 b. not altered, mutilated, discarded, destroyed or
25 otherwise disposed of any records, documents or other information
26 relating to its potential liability regarding the Site, or its
27 financial condition, after notification of potential liability or
28

1 the filing of a suit against the Settling Defendant regarding the
2 Site; and

3 c. fully complied with any and all EPA requests for
4 information regarding the Site pursuant to Sections 104(e) and
5 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

6 **XII. NOTICES AND SUBMISSIONS**

7 23. Whenever, under the terms of this Consent Decree,
8 notice is required to be given or a document is required to be
9 sent by one party to another, it shall be directed to the
10 individuals at the addresses specified below, unless those
11 individuals or their successors give notice of a change to the
12 other Parties in writing. Written notice as specified herein
13 shall constitute complete satisfaction of any written notice
14 requirement of the Consent Decree with respect to the United
15 States, EPA, DOJ, and Settling Defendants, respectively.

16 As to the United States:

17 Chief
18 Environmental Enforcement Section
19 Environment and Natural Resources Division
20 U.S. Department of Justice (DJ # 90-11-3-835)
21 P.O. Box 7611
22 Washington, D.C. 20044

23 As to EPA:

24 David Rabbino, Esq. (RC-3-1)
25 Office of Regional Counsel
26 U.S. Environmental Protection Agency
27 75 Hawthorne Street
28 San Francisco, CA 94105

Michelle Lau (H-6-2)
Hazardous Waste Branch
U.S. Environmental Protection Agency
75 Hawthorne Street
San Francisco, CA

1 EPA Region IX [for payments only]
ATTN: Superfund Accounting
2 P.O. Box 360863M
Pittsburgh, PA 15221

3 As to Settling Defendant Fontana Wood Preserving, Inc.:

4 Richard Crossman, Esq.
5 Parichan, Renberg, Crossman & Harvey
2350 West Shaw
6 Fresno, CA 93711

7 As to Settling Defendant Michael Logsdon:

8 David D. Doyle, Esq.
9 Law Offices of David D. Doyle
1795 North Fine
Fresno, CA 93727

10 XIII. RETENTION OF JURISDICTION

11 24. This Court shall retain jurisdiction over this matter
12 for the purpose of interpreting and enforcing the terms of this
13 Consent Decree.

14 XIV. INTEGRATION/APPENDICES

15 25. This Consent Decree and its appendices constitute the
16 final, complete and exclusive agreement and understanding among
17 the settling parties with respect to the settlement embodied in
18 this Consent Decree. The settling parties acknowledge that there
19 are no representations, agreements or understandings relating to
20 the settlement other than those expressly contained in this
21 Consent Decree. The following appendices are attached to and
22 incorporated into this Consent Decree: "Appendix A" is AOC 95-
23 11; "Appendix B" is the map of the Site.

24 XV. APPROVAL AND EFFECTIVE DATE

25 26. If for any reason this Court should decline to approve
26 this Consent Decree in the form presented, this agreement is
27

1 voidable at the sole discretion of any party and the terms of the
2 agreement may not be used as evidence in any litigation between
3 the Parties.

4 27. The effective date of this Consent Decree shall be the
5 date upon which it is entered by the Court.

6 **XVI. SIGNATORIES/SERVICE**

7 28. Each undersigned representative of a Settling Defendant
8 to this Consent Decree certifies that he or she is authorized to
9 enter into the terms and conditions of this Consent Decree and to
10 execute and bind legally such Party to this document.

11 29. Each Settling Defendant hereby agrees not to oppose
12 entry of this Consent Decree by this Court or to challenge any
13 provision of this Consent Decree, unless the United States has
14 notified Settling Defendants in writing that it no longer
15 supports entry of the Consent Decree.

16 30. Each Settling Defendant shall identify on the attached
17 signature page the name and address of an agent who is authorized
18 to accept service of process by mail on behalf of that party with
19 respect to all matters arising under or relating to this Consent
20 Decree. Settling Defendants hereby agree to accept service in
21 that manner and to waive the formal service requirements set
22 forth in Rule 4 of the Federal Rules of Civil Procedure and any
23 applicable local rules of this Court, including but not limited
24 to, service of a summons.


25 SO ORDERED THIS 25th DAY OF March, 1997.

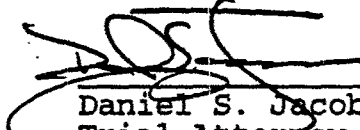
26
27 
28 United States District Judge

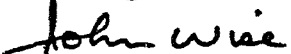
1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Valley Wood Preserving, et al., CV-F94-5984 REC
3 SSH relating to the Valley Wood Preserving Superfund Site.


4 FOR THE UNITED STATES OF AMERICA

5 Date: 3/18/97

6 
7 LOIS J. SCHIFFER
8 Assistant Attorney General
9 Environmental Enforcement Section
10 Environment and Natural Resources
11 Division
12 U.S. Department of Justice
13 Washington, D.C. 20530

14 
15 DANIEL S. JACOBS
16 Trial Attorney
17 Environmental Enforcement Section
18 Environment and Natural Resources
19 Division
20 U.S. Department of Justice
21 P.O. Box 7611
22 Washington, DC 20044

23 
24 FELICIA MARCUS
25 Regional Administrator
26 U.S. Environmental Protection Agency
27 Region IX
28 75 Hawthorne Street
San Francisco, CA 94105

29 
30 DAVID A. RABBINO
31 Assistant Regional Counsel
32 U.S. Environmental Protection Agency
33 Region IX
34 75 Hawthorne Street
35 San Francisco, CA 94105

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the
2 matter of U.S. v. Valley Wood Preserving, et al., CV-F94-5984 REC
3 SSH relating to the Valley Wood Preserving Superfund Site.

4 FOR DEFENDANT Fontana Wood Preserving, Inc.

5 Date: 9/9/96

6 Harold Logsdon
7 President

8
9 Agent Authorized to Accept Service on Behalf of Above-signed
10 Party:

11 Name: _____

12 Title: _____

13 Address: _____
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the
2 matter of U.S. v. Valley Wood Preserving, et al., CV-F94-5984 REC
3 SSH relating to the Valley Wood Preserving Superfund Site.

4 FOR DEFENDANT Michael Logsdon

5 Date: 9-9-96 Michael Logsdon
6 Michael Logsdon

7
8 Agent Authorized to Accept Service on Behalf of Above-signed
9 Party:

10 Name: _____

11 Title: _____

12 Address: _____

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the United States' Partial Consent Decree was sent by U.S. mail on the 21st day of March, 1997 to:

David D. Doyle, Esq.
Law Offices of David D. Doyle
1795 North Fine
Fresno, CA 93727

Richard C. Crossman, Esq.
Parichan, Renberg, Crossman & Harvey
2350 West Shaw Avenue, #130
Fresno, CA 93711-3412


Valencia R. Brown

United States District Court
for the
Eastern District of California
March 27, 1997

cp

* * CERTIFICATE OF SERVICE * *

1:94-cv-05984

USA

v.

Valley Wood

I, the undersigned, hereby certify that I am an employee in the Office of the Clerk, U.S. District Court, Eastern District of California.

That on March 27, 1997, I SERVED a true and correct copy(ies) of the attached, by placing said copy(ies) in a postage paid envelope addressed to the person(s) hereinafter listed, by depositing said envelope in the U.S. Mail, or by placing said copy(ies) into an inter-office delivery receptacle located in the Clerk's office.

Richard Charles Crossman
Parichan Renberg Crossman and Harvey
2350 West Shaw Avenue
Suite 130
Fresno, CA 93711

REC

David Douglas Doyle
Doyle Penner and Bradley
5250 North Palm Avenue
Suite 401
Fresno, CA 93704

Randall Mark Penner
Law Office of Randall M Penner
1795 North Fine Avenue
Fresno, CA 93727

Daniel S Jacobs
United States Department of Justice
Environmental Enforcement Section
Land and Natural Resources Division
P.O. Box 7611 Ben Franklin Station
Washington, DC 20044-7611

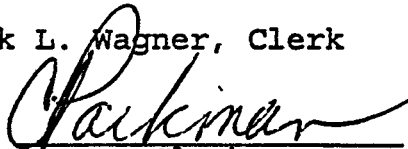
Linda Anderson
United States Attorney's Office
1130 O Street

Room 3654
Fresno, CA 93721

Noel Wise
United States Department of Justice
Environmental Enforcement Section
P O Box 7611
Washington, DC 20044-7611

Jack L. Wagner, Clerk

BY:


Deputy Clerk